

#13
15497-A

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD*
CARL C. DAVIS*
CHARLES T. KAPPLER
JOHN H. DOYLE*
GEORGE JOHN KETO*
MILTON C. GRACE*
JAMES C. MARTIN, JR.*

*NOT A MEMBER OF D.C. BAR
*ALSO ADMITTED IN NEW YORK
*ALSO ADMITTED IN OHIO
*ALSO ADMITTED IN MARYLAND

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MAY 3 1988-11 20 AM

INTERSTATE COMMERCE COMMISSION

May 3, 1988

8-124A024

No.

MAY 3 1988

Date

Fee \$ 13.00

ICC Washington, D. C.

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C.

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are triplicate original copies of an Amendment dated February 1, 1988 to a Full Service Term Agreement dated as of January 1, 1988, a secondary document as defined in the Commission's Rules for the Recordation of Documents.

The Full Service Term Agreement dated as of January 1, 1988 was duly filed on February 5, 1988 at 12:40 p.m. and assigned Recordation Number 15497.

The names and addresses of the parties to the enclosed document are:

XTRA, c/o X-L-Co., Inc.
60 State Street
Boston, Massachusetts 02109

Burlington Northern Railroad Company
9401 Indian Creek Parkway
Overland Park, Kansas 66210

A description of the railroad equipment covered by the enclosed document is the same as covered by the Full Service Term Agreement.

Also enclosed is a check in the amount of \$13 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Concurrence: C.T. Kappler

Counterpart

A description of the railroad equipment covered by
the enclosed document is:

Thirty (30) C113 Type Jumbo Covered Hopper Rail-
cars (100-ton capacity) marked and numbered
CFWR 77502 through CFWR 77531, both inclusive.

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
May 3, 1988
Page Two

Also enclosed is a check in the amount of \$13 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return two stamped copies of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

A short summary of the enclosed secondary document to appear in the Commission's Index is:

Amendment dated February 1, 1988 to Full Service Term Agreement dated as of January 1, 1988 between XTRA, c/o X-L-Co., Inc. and Burlington Northern Railroad Company (User) covering 30 C113 Type Jumbo Covered Hopper Railcars, marked and numbered CFWR 77502 - CFWR 77531.

Very truly yours,


Charles T. Kappler

Interstate Commerce Commission
Washington, D.C. 20423

5/3/88

OFFICE OF THE SECRETARY

Charles T. Kappler

Alvord & Alvord

918 16th Street N.W.

Washington, D.C. 20006-2978

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/3/88 at 11:30am , and assigned recordation number(s). 15497-A

Sincerely yours,

Nanta L. McGee

Secretary

Enclosure(s)

ORIGINAL

Form AM
(10/87)

REGISTRATION NO. 15497-A
FEB 1988

MAY 3 1988-11 30 AM

INTERSTATE COMMERCE COMMISSION

Effective Date
of Amendment: February 1, 1988

AMENDMENT

TO

FULL SERVICE TERM AGREEMENT NO. 886010 (Effective Date: January 1, 1988)

between

XTRA, c/o X-L-CO., INC., 60 State Street, Boston, MA 02109

and

Burlington Northern Railroad Company (User)

9401 Indian Creek Parkway (Address)

Overland Park, Kansas 66210

In order to amend and/or supplement certain provisions of the original agreement identified above (the "Agreement"), XTRA and User hereby agree as follows:

A. The Equipment Type and Description section of Exhibit A to the Agreement is hereby amended by the addition of Thirty (30) C113 Type Jumbo Covered Hopper Railcars (100-ton capacity) bearing the following marks:

CFWR 77502 - CFWR 77531 (both inclusive)

B. Section 7 (Special Provision) is hereby deleted in its entirety and is replaced by the following new Section 7 (Special Provision) set forth below:

"7. SPECIAL PROVISION:

It is understood that some (or all) of the Equipment furnished to User under this Agreement may be subject, for financing purposes, to that certain Amended and Restated Equipment Lease Agreement, dated February 2, 1981, as amended ("Equipment Lease Agreement") between XTRA and United States Trust Company of New York, a New York corporation, not in its individual capacity but solely as trustee and lessor ("Lessor"). User agrees that with respect to such Equipment, this Agreement and User's rights hereunder are, and shall at all times be, subject and subordinate to any and all rights of Lessor under the Equipment Lease Agreement, and that upon any Event of Default (as defined in the Lease) by XTRA, Lessor shall have the right to take possession of the Equipment subject to the Lease free and clear of any rights of User under this Agreement. Provided however, so long as XTRA is not in default under the Equipment Lease Agreement, Lessor shall not interfere with the rights of peaceful and undisturbed possession of User in and to any of the Equipment covered by this Agreement. Provided further however, if the foregoing subordination shall result in User's loss of use of any Equipment or increase the cost to User hereunder, User may terminate this Agreement as it relates to such unit(s) of Equipment. XTRA shall not enter into any agreements or financial arrangements after the Effective Date of this Agreement which will have an adverse effect on User's right under this Agreement so long as User is not in default or in breach of this Agreement."

C. Except as hereby expressly amended, the terms and provisions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by an officer thereunto duly authorized, as of its Effective Date set forth above, each pursuant to due corporate authority.

Burlington Northern Railroad Company

XTRA

By J. W. Latt

Title GST-FCM

Date 4-13-88

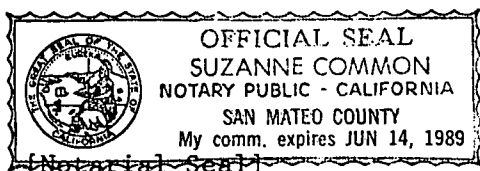
By William L. S. Jr

Title President

Date 4-19-88

STATE OF California)
COUNTY OF San Mateo) ss.:

On this 22 day of April, 1988, before me personally appeared William L. Sarakenoff to me personally known, who, being by me duly sworn, says that he is the President of XTRA, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority delegated to him, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Suzanne Common
Notary Public

My commission expires: 6-14-89

STATE OF Kansas)
COUNTY OF Johnson) ss.:

On this 14th day of April, 1988, before me personally appeared W. Pratt to me personally known, who, being by me duly sworn, says that he is GST - FCM of Burlington Northern Railroad Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority delegated to him, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Carol A. Martz
Notary Public

My commission expires: 1-19-92